

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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YAAKOV KATZ,
on behalf of himself and the class

Case No.: 11-cv-9411(TPG)

Plaintiff,

ECF CASE

v.

SLICE & CO. FINE GOURMET BRICK
OVEN PIZZA, INC.;
CARDNET GROUP CORP.;
METABANK

Defendant.
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DECLARATION OF YAAKOV KATZ

I, YAAKOV KATZ, hereby declare under the penalty of perjury as follows:

That I am over 18 years of age and if called to testify would affirmatively state the matters as follows:

1. That I am the plaintiff in the above captioned matter. The Complaint in this action was filed on or about December 21st, 2011 only against Slice & Co. Fine Gourmet Brick Oven Pizza, Inc..
2. On November 29th 2011, I made a cash withdrawal from the ATM located at 527 6th Ave ("the ATM") outside of the "Slice" pizza shop and was charged what is called a "Terminal Fee" on the receipt I was given of \$1.75.
3. At the time that I made the cash withdrawal, there was no notice posted on the ATM that I would be charged a fee. There was no sticky residue or other indications which would point to Abdulrahman Mubarez's contention being true that just one day before there was a fee notice "On

November 28, 2011, I noticed that the ATM was affixed with a sticker indicating that the ATM charged a fee to customers". I took photographs which show there was no fee notice on November 29th, 2011.

4. After my ATM transaction, I went back to the ATM intermittently to check if there was a fee sticker applied to the ATM and on each occasion that I returned to the ATM there was no fee notice sticker. I am sure that I returned after December 5th, 2011 to see if there was a fee notice sticker on the ATM and there was not one. Again, even though Abdulrahman Mubarez testifies that "On December 5th, 2011, immediately learning that the ATM lacked the O-Machine Notice, I affixed it to the ATM", there is no indication that that is a true statement because there is was no sticky residue or other indications that a fee notice was removed.

5. After returning to check if a fee sticker was applied to the ATM on numerous occasions and there not being one, I again returned on February 22nd, 2012 and there was a fee sticker and the names "Cardnet Group" and "MetaBank". I told my attorney about this and he amended the complaint to add these parties on or about March 23rd, 2012 after being given permission by Judge Griesa who is the Judge in this case.

6. My understanding of the law is that I'm only allowed to be charged a fee if I am given notice of the fee in two forms. First, there has to be a notice of the fee posted on the ATM. Second, I have to agree to the fee when prompted by the ATM after I've gone through the entire transaction but before I can access my cash.

7. My understanding of the law is that if I'm not given such notice I'm entitled to "statutory damages" or an amount of money that is not dependant on me being injured of \$100 to \$1,000. I am not seeking any actual damages.

8. My understanding of the law is that I'm able to seek statutory damages not only for myself but also for other people who were not given the notice of the fee posted on the ATM by bringing what's called a class action. I did that in this case. Because of that, any class settlement will

not only provide statutory damages for me but also for the rest of the people who are entitled to it.

I declare under the penalty of perjury that the foregoing is true and correct.

A handwritten signature in dark ink, appearing to read "Yaakov Katz", is written over a horizontal line.

Yaakov Katz

Executed on November 23, 2012